

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 19 & 20, 2004

Division: Management Services

Bulk Item: Yes X No

Department: Administrative Services/Purchasing

AGENDA ITEM WORDING:

Amendment to existing courier contract for additional courier stops at the request of the Monroe County Health Department.

ITEM BACKGROUND:

The Health Department has requested additional courier stops daily for the Roosevelt Sands Center and the Health Care Center in Key West (see letter attached).

PREVIOUS REVELANT BOCC ACTION:

N/A

CONTRACT/AGREEMENT CHANGES:

Yes, additional courier stops.

STAFF RECOMMENDATIONS:

Approve.

TOTAL COST: \$2,005.20 per year
(Full contract amount is \$58,150.80)

BUDGETED: Yes No (Health Department will pay)

COST TO COUNTY: \$0.00

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:


SHEILA BARKER

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # D11

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Buccanner Courier Contract #
 Effective Date: 5/19/2004
 Expiration Date:

Contract Purpose/Description:

Amendment to existing courier contract for additional courier stop at the request of the Health Department.

Contract Manager: Lisa Ernst Cherry *LEC* x4466 Purchasing/Stop #1
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 5/19 2004 Agenda Deadline: 5/4/2004

CONTRACT COSTS

Total Dollar Value of Contract: \$ \$58,150.80 Current Year Portion: \$ \$24,229.50

Budgeted? Yes ☒ No ☐ Account Codes: 06001-530-340, 63001-530-340, - - - - -
22502-530-340, 63501-530-340, - - - - -

Grant: \$ 40000-530-340, 76007-530-340, - - - - -
62012-530-340, - - - - -

County Match: \$ - - - - -
- - - - -

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u> </u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley Barker</u>	<u>5/06/04</u>
Risk Management	<u>4/28/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Grubbs</u>	<u>4/28/04</u>
O.M.B./Purchasing	<u>4/28/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Salvatore Spadola</u>	<u>4/29/04</u>
County Attorney	<u>4/30/04</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>S. Hatten</u>	<u>5/03/04</u>

Comments: what is the amendment for? no \$ no services
are specified. changes made - LC 5/6/04

**COURIER SERVICE AGREEMENT
ADDENDUM NO. 4 AND AMENDMENT**

THIS ADDENDUM AND AMENDMENT is entered into this 19TH day of May, 2004, between the Monroe County Board of County Commissioners (COUNTY) and Buccaneer Courier (Buccaneer) in order to amend that certain agreement between the parties dated March 15, 2000 as follows:

1. Additional courier stops for the Health Department in Key West.
2. One additional delivery and pick-up at DePoo Hospital and Roosevelt Sands Health Department on the 11:00 AM county mail run, Monday through Friday, on days of county operation only for the sum of \$167.10 per month. The Health Department will pay for the expense of the additional stops.
3. In all other respects, the Agreement entered March 15, 2000, as amended March 21, 2001, February 13, 2002, and March 15, 2003 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names.

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

Attest:


By: _____
Deputy Clerk

By: _____
Mayor Murray Nelson

BUCCANEER COURIER

By: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


JOHN R. COLLINS
COUNTY ATTORNEY
Date 05/06/04

Jeb Bush
Governor



John O. Agwunobi, M.D., M.B.A.
Secretary

March 15, 2004

Ms. Lisa Cherry

Monroe County Finance Department
1100 Simonton Street
Key West, FL 33040

Dear Ms. Cherry,

The Monroe County Health Department has asked me to begin the process of procuring additional courier stops for our organization.

I have spoken with Bill from Buccaneer Courier Service and have received a verbal pricing from him. We need a written quote to proceed with the procurement process. The verbal pricing I received was for a daily stop at Roosevelt Sands Center (105 Olivia) and the Health Care Center (old DePoo Hospital – 1200 Kennedy Drive). He stated that for a total of \$167.10 per month, he could make the two additional stops during his regular rounds.

Please advise as to what is our next step in acquiring this service through the existing county courier contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Speer", followed by a long horizontal flourish.

Bill Speer
Facilities Manager – MCHD
(305) 293-7537

MONROE COUNTY HEALTH DEPARTMENT

Gato Building
1100 Simonton Street
P.O. Box 6193
Key West, Florida 33041-6193
(305) 293-7500 • FAX (305) 292-6872

April 26, 2004

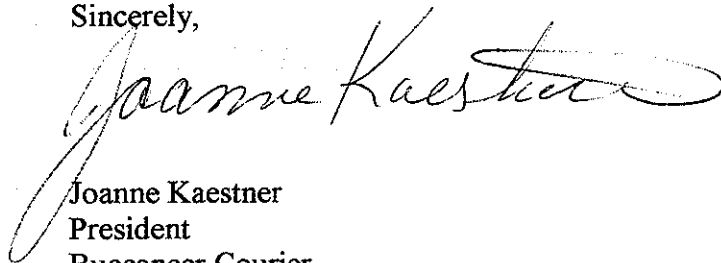
Monroe County
1100 Simonton Street
Key West, FL 33040

Attn: Lisa Cherry

Dear Ms. Cherry:

Buccaneer Courier will add one additional delivery and pick-up at DePoo Hospital and Roosevelt Sands Health Department on the 11:00 AM county mail run, Monday through Friday, on days of county operation, only, for the sum of \$167.10 (One Hundred, sixty-seven dollars and ten cents) per month.

Sincerely,

A handwritten signature in cursive script, reading "Joanne Kaestner". The signature is written in dark ink and is positioned above the printed name and title.

Joanne Kaestner
President
Buccaneer Courier
P. O. Box 430763
Big Pine Key, FL 33043

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

02/19/2004

PRODUCER

Isaksen Insurance Inc
30233 Overseas Highway
Big Pine Key,, FL 33043
P:305-872-0097 F:305-872-1005

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Buccaneer Courier
PO Box 430763

Big Pine Key

FL 33043-

INSURER A: Firestone / United National INS CO

INSURER B: Progressive

INSURER C: Firestone / Lloyd's

INSURER D: CNA Surety / Western Surety Company

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	L7180445	02/10/2004	02/10/2005	EACH OCCURRENCE \$ 1,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50.00
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5.00
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$ 1,000.00
					PRODUCTS - COM/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY	02406108-0	12/05/2003	12/05/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 500.00
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
C	Hired Autos	048T1115	02/12/2004	02/12/2005	
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATU-LITY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
D	OTHER Dishonesty Bond	68684436	01/12/2004	01/12/2005	10.00

APPROVED BY RISK MANAGEMENT

BY [Signature]

DATE 3/2/04

WAIVER N/A X YES

*Orig: Verib
C. Lib
Purchasing*

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

C - is MOTOR TRUCK CARGO INSURANCE

copy: Finance

CERTIFICATE HOLDER

☒ ADDITIONAL INSURED; INSURER LETTER:

Monroe County BOCC
1100 Simonton St
Key West
(305) 292-4482

FL 33040-

(305) 295-4342

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 030 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. As Agent for Insured:

AUTHORIZED REPRESENTATIVE

[Signature] 2/27/04

COURIER SERVICE AGREEMENT ADDENDUM NO. 3 AND AMENDMENT

THIS ADDENDUM AND AMENDMENT is entered into this 15th day of February, 2003, between the Monroe County Board of County Commissioners (COUNTY) and Buccaneer Courier (Buccaneer).

WHEREAS, on March 15, 2000, the parties entered into a one year agreement for courier services with options to consecutively extend for additional three one-year terms; and

WHEREAS, the agreement has been extended in March, 2001, and February, 2002; and

WHEREAS, the agreement still has one option for an additional one-year term; and

WHEREAS, Courier has provided, at no additional charge, service to STOP #9, Juvenile Justice Building, which was not required in the agreement as previously amended, when the facility became operational; and

WHEREAS, Courier is willing to continue to provide service at the existing price to include said stop in exchange for the extension to include an additional year; and

WHEREAS, County deems said arrangement to be in the best interest of the County, now therefore

IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree to amend the existing contract, as previously amended, as follows:

1. The agreement shall be extended for a two-year period commencing March 15, 2003, and ending March 14, 2005.
2. The Stops to be serviced shall include all stops previously agreed plus Stop #9, Juvenile Justice Building, for Sheriff Dept. (SHF), Building Dept. (BLD), New Detention Facility (NDF), Guardian Ad Litem (GAL), and Marine Projects (MPC), and Bayshore Manor (BAY) at 5503 College Road, Key West, Fl. 33040.
3. In all other respects, the Agreement entered March 15, 2000, as amended March 21, 2001, and February 13, 2002, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names.

Attest:

By: Daniel C. DiStantis
Deputy Clerk 02-19-03

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: Dixie M. Spelar
Mayor Dixie Spelar

BUCCANEER COURIER

By: W. H. Kestner

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

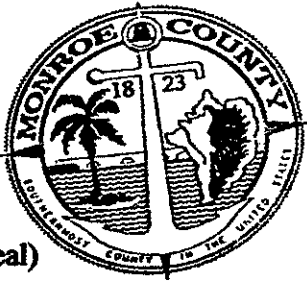
BY: SM7AKINE A. HUTTON

FILED FOR RECORD
2003 MAR 11 AM 8:48
CLERK OF CIR. CT.
MONROE COUNTY, FLA.

ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT is made and entered into this 13th day of February 2002, between the COUNTY OF MONROE and BUCCANEER COURIER in order to amend that certain agreement between the parties dated March 15, 2000 as follows:

- 1) In accordance with Paragraph 8 "OTHER OPTIONS" of aforementioned agreement, the County hereby exercises its option to renew said Agreement for a period of twelve (12) months effective March 15, 2002.
- 2) In all other respects, the agreement between the parties dated March 15, 2000, remains in full force and effect.



(Seal)

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: [Signature]

Attest: DANNY KOLHAGE, CLERK

By: [Signature]
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY [Signature]
SUZANNE A. HUTTON

DATE 1/28/02

BUCCANEER COURIER

By: [Signature]

[Signature]
Witness

[Signature]
Witness

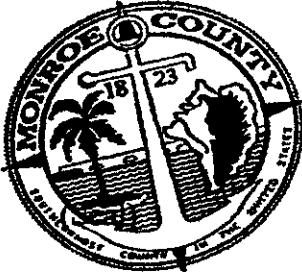
FILED FOR RECORD
2002 APR -5 PM 3:29
DANNY L. KOLHAGE
CLK. CIR. CT.
MONROE COUNTY, FLA.

ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT is made and entered into this 21st day of March, 2001, between the COUNTY OF MONROE and BUCCANEER COURIER in order to amend that certain agreement between the parties dated March 15, 2000 as follows:

- 1) Additional courier stop #26 for Commissioners office for District 5 at Damaron Building, 99198 Overseas Highway, Suite II, Key Largo, FL 33037.
- 2) In all other respects, the agreement between the parties dated March 15, 2000, remains in full force and effect.

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA



Attest: DANNY KOLHAGE, CLERK

By: Isabel C. DeSantis
Deputy Clerk

By: George R. Neugart

BUCCANEER COURIER

By: [Signature]

FILED FOR RECORD
01 APR -9 PM 2:43
DANNY L. KOLHAGE
CLK. CIR. C.
MONROE COUNTY, FLA.

Witness

Witness

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY: [Signature]
ROBERT N. WOLFE
DATE 3-2-01

ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT is made and entered into this 21st day of February 2001, between the COUNTY OF MONROE and BUCCANEER COURIER in order to amend that certain agreement between the parties dated March 15, 2000 as follows:

- 1) In accordance with Paragraph 8 "OTHER OPTIONS" of aforementioned agreement, the County hereby exercises its option to renew said Agreement for a period of twelve (12) months effective March 15, 2001.
- 2) Payment by the County to Buccaneer Courier for the performance of said services remains as stated in Section 7, PAYMENTS, of the original contract.
- 3) In all other respects, the agreement between the parties dated March 15, 2000 remains in full force and effect.

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____

George R. Neugart



Attest: DANNY KOLHAGE, CLERK

By: _____

Danny Kolhage
Deputy Clerk

BUCCANEER COURIER

By: _____

W. F. Keen

DANNY L. KOLHAGE
CLK. CIR. C.
MONROE COUNTY, FLA.

01 MAR -2 AM 9:39

FILED FOR RECORD

Witness

Witness

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY *[Signature]*
ROBERT N. POLLE
DATE 2-24-01

CONTRACT
COURIER SERVICE AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO ON THE 15th day of March, 2000 by and between BUCCANEER COURIER, whose principal place of business is at PO BOX 430763, BIG PINE KEY, FL 33043, hereinafter referred to as "Vendor" and MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 5100 College Road, Public Service Building, Cross Wing Room #002, Stock Island, Key West, Florida 33040, hereinafter referred to as "CLIENT".

WHEREAS, VENDOR HAS AN ABILITY TO RENDER COURIER SERVICES, AND THE CLIENT is desirous of obtaining the services of VENDOR, NOW, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the sufficiency of which is acknowledged by both parties, the parties agree as follows:

1. **LOCATIONS TO BE SERVICED** (SEE ATTACHED LIST)
(ALL LOCATIONS ARE IDENTIFIED BY STOP #)
2. **TIME OF PICK-UP AND DELIVERY** (SEE ATTACHED LIST)

VENDOR will pick-up and deliver at each location for pick up and delivery to other locations.

Times specified for pick-up and delivery by VENDOR are approximate with the exception of the locations in Key West and Stock Island which must remain firm.

Delivery to Stop #1 – Deliveries made during working hours, twice daily will include opening the bags and distributing mail in department mail boxes in the Mail Room.

Pick-up and delivery is required Monday through Friday with the exception of holidays. A list of holidays will be provided to the VENDOR, and the VENDOR will be notified should changes to the list occur.

Deliveries to all locations en route from the Key Largo area west (south) to Stock Island Public Service Building and including the Monroe County Courthouse and the Harvey Government Building Key West will be made prior to 8:00 AM daily.

Daily service will be available when needed from Key Largo to Key West with delivery in the afternoon.

FILED FOR RECORD
00 MAR 29 PM 12:28
DANNY L. KOLHAGE
CLK. CIR. C.
MONROE COUNTY, FLA.

3. **MATERIALS TO BE TRANSPORTED**

VENDOR will be required to transport mail, cash, computer printouts, and etc. CONTAINED IN COLORED COURIER BAGS and general office supplies so long as they are boxed, sealed and weigh no more than 50 pounds per box.

Boxes being used for the transportation of copy machine paper and general office supplies may be no larger than 18" wide, 15" deep and 10" high.

All items being transported must be properly sealed and have the delivery location and the physical address of the delivery location clearly marked on the exterior of the item. Items should indicate the sender and the person to whom the item is being transported.

4. **PROVISION OF LOCK BOXES**

Lock boxes for the purpose of temporarily storing items until such time as they are picked up by VENDOR; will be installed at each location. EXCEPTIONS: STOP #3 through STOP #8 will not need a lock box as they are serviced during normal office hours.

CLIENT will be responsible for the purchase of Lock Boxes to be installed at each location serviced, and such purchase (s) will be made in accordance with Monroe County Purchasing Policies and Procedures.

VENDOR will be responsible for the installation of Lock Boxes in accordance with specification provided herein. Lock Boxes for each stop will be installed at a location designated by client.

Lock Boxes will be constructed of materials suited for extended exposure to the elements, whether they are located under cover or in an outside area.

Lock Boxes will have a keyed locking device, and a sufficient number of keys will be provided to CLIENT for disbursement to each Department and/or Agency having authorized access.

Lock Boxes will be a minimum of 24" wide, 17" deep and 48" high. Vendor will in every case be responsible for the provision of Lock Boxes suited to the average daily volume of materials being transported to each location.

Lock Boxes will be constructed in such a way that the door (s) will seal so as to provide maximum protection against leakage, and all hinges will be attached to the inside of the box.

VENDOR will install each Lock Box in such a way that it is securely fastened to the surface upon which it is placed.

5. **PROVISION OF MAIL BAGS**

Mail bags are to be used as the transportation media of choice, and are to be provided by CLIENT at the expense of each Department and/or Agency as specified in ITEM #1, Mail bags being used for transportation may be no larger than 18" wide, 5" deep and 30" high.

Mailbags should be made of canvas or an equally durable material and have a locking mechanism.

6. **PROVISION OF INSURANCE BY VENDOR - INDEMNITY/HOLD HARMLESS**

VENDOR shall procure and maintain during the term of this agreement the following insurance's with limits: Per documents INSCKLST-1, INSCKLST-2, INSCKLST-3, INSCKLST-4, WC1, GL1, VL2, MVC, ED1, Indemnification/Hold Harmless attached.

The insurance required shall be primary and any insurance carried by CLIENT shall be excess and noncontributory.

All policies shall be issued by companies authorized to do business in Florida.

A Original Certificate of Insurance for each policy shall be furnished to CLIENT'S Office of Risk Management, and shall state that coverage shall not be canceled, voided, suspended or reduced without 30 days prior written notice to CLIENT.

7. **PAYMENTS**

VENDOR will be paid \$167.10 per month for each location serviced as per ITEM #1. Locations To Be Serviced and/or any modifications to said ITEM as per the specific terms and conditions of this agreement.

8. **OTHER PROVISIONS**

The term of this agreement shall be for a period of one (1) year with the option to renew for 3 consecutive years.

Either party may cancel this agreement upon providing no less than sixty (60) days written notice to the other party prior to the effective date of termination, except that VENDOR may not terminate the agreement for the first 180 days of same. The County may terminate this agreement with seven- (7) days written notice to the contractor in the event that the contractor breaches or fails to perform any of its duties and obligations under this agreement. The County's waiver of any breach or default will not operate to estop or otherwise prevent the County from exercising its right to terminate if there is a subsequent acts of breach or default by the Contractor.

Any and all delivery items shall be picked up or delivered at the locations specified in ITEM #1. Locations To Be Serviced, or by reasonable changes in location shall be noticed to the VENDOR by the Director of OMB/Purchasing.

VENDOR shall keep and maintain any and all property placed in its possession so that it shall not be, damaged or lost, and assumes liability for damage or loss from all causes except war, confiscation, order of any government of public authority, discoloration or deterioration from natural or inherent causes, or from like reasons.

The property transported by VENDOR, is and will remain, and at all times shall be deemed to be the sole and exclusive property of client and vendor has no right of property therein. The property shall not be transported or delivered to another person, cooperation, or other entity without prior written consent of instruction of CLIENT.

Requests for unscheduled pick-up and delivery at locations specified in ITEM #1. Locations To Be Serviced, will be the sole responsibility of the requester and are not a provision of this agreement.

Request for pick-up and delivery by departments and/or agencies other than those specified in ITEM #1. Locations To Be Serviced, will be the sole responsibility of the requester and are not to be construed as part of this agreement.

Requests for pick-up and delivery of items not included in ITEM #3. Materials To Be Transported, or which do not meet specifications provided therein, shall not be transported under the terms and conditions of this agreement.

9. **ENTIRE AGREEMENT**

CLIENT and VENDOR understand and agree that this Agreement supersedes and cancels any and all prior and existing agreements, understandings, representations or statements, oral or in writing between the parties with respect to the subject matter of this Agreement.

10. **PARTIAL INVALIDITY**

If any terms or provisions of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or ineffectability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

11. **CHOICE OF LAW**

This Agreement, its performance and all disputes arising hereunder, shall be governed by the laws of the State of Florida and both parties agree that proper venue for any action shall be Monroe County.

12. **ATTORNEY'S FEES**

The prevailing party in any action brought to enforce the provisions of this Agreement shall be entitled to an award of all costs, including reasonable market value attorney's fees.

13. **SUCCESSORS AND ASSIGNS**

This Agreement shall insure to the benefit of and be binding upon the respective successors, heirs and assigns, if any, of the parties, except that nothing contained in this paragraph shall be construed to permit any attempted assignment which would be void or unauthorized pursuant to any other provision of this Agreement. No assignment of this agreement shall become effective until agreed to in writing by both parties.

14. **COMPLIANCE WITH LAW**

In providing all services/goods pursuant to this agreement, the vendor shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the vendor.

15. **FUNDING AVAILABILITY**

In the event that funds from PURCHASING DEPARTMENT contractual services are partially reduced or cannot be obtained or cannot be continued at a level sufficient to allow for the purchase of the services/goods specified herein, this agreement may then be terminated immediately at the option of the Board by written notice of termination delivered in person or by mail to the vendor.

16. ETHICS CLAUSE

Each contract/agreement entered into by the County shall contain in accordance with Section 5 (b) Monroe County Ordinance No. 010-1990 the following language; or form "MCP#4 Ethics Clause" "(Person or business entity) warrants that he/it had not employed, retained or otherwise had act on his/its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee."

17. PUBLIC ENTITY CRIME STATEMENT

All invitations to bid, request for proposals and any contract document shall contain a statement which reads as follows (Section 287.133 F.S.): "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year written above.

MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS
(client)

BY Shirley Freeman
Chairperson / (signature) Chairperson



Danny L. Kolhage, Clerk

Jamela Hancock D.C.

BUCCANEER COURIER

By: [Signature]
(Signature)

NOTED AND LEGAL SUFFICIENCY
BY: [Signature]
ROBERT N. WATSON
DATE 2-18-00

MONROE COUNTY COURIER SERVICE STOPS

*Times for pick up and delivery are approximate, STOP #1 is the only time that is exact!

STOP #1

Public Service Building
5100 College Road
Wing II, Mail Room
Stock Island
Key West, Florida 33040

OUT TO KEY WEST
11:00 AM and 3:00 PM

OUT TO KEYS NORTH
5:00 PM

IN TO STOCK ISLAND

from Keys North	from Key West
before 8:00 AM	1:00 PM

CAD	County Administrator
HRD	Human Resources
EBF	Employee Benefits
CSD	Community Service Division
PWD	Public Works Division
CDF	Code Enforcement
SAF	Safety Department
EXS	Extension Services
APK	Airport Finance
GRT	Grants Office
SHF	Sheriff's Office
RSK	Risk Management
OMB	Office of Manag. & Budget
PER	Personnel
RCY	Recycling Department
ENG	Engineering Department
NDF	New Detention Facility
SSD	Social Services Dept.
SWD	Solid Waste Division
BLD	Building Department
PUR	Purchasing Office
PJM	Project Manager
CMD	Construction Management
FKOC	Fla. Keys Outreach Coalition

STOP #2

Monroe County Health Dept.
5100 College Road
Public Service Bldg., Wing I
Stock Island
Key West, Florida 33040

DOH	Department Of Health
-----	----------------------

Approx. 8:00 A.M. and 5:00 P.M.

MONROE COUNTY COURIER SERVICE STOPS

STOP #3

1201 White Street, Suite 102
Key West, Florida 33040

TDC

Tourist Development Council

Approx. 11:05 AM and 3:05 PM

STOP #4

3583 S. Roosevelt Blvd.
Key West, Florida 33040

FMS
PFM
RDS

Fleet Management Service
Public Facility Maintenance
Key West Road Department

Approx. 11:08 AM and 3:08 PM

STOP #5

3491 S. Roosevelt Blvd.
Key West, Florida 33040

APK

Airport Director's Office

Approx. 11:13 AM and 3:13 PM

STOP #5-B

The Harvey Govt. Center
located in the Historic Truman Building
1200 Truman Avenue
Key West, Florida 33040

IFS
VAD
TAX
LAT

Information Systems
Veteran Affairs
Tax Collector, 1st floor
Land Authority

Approx. 11:20 AM and 3:20 PM

STOP #6

700 Fleming Street
Key West, Florida 33040

LIB

Key West Library

Approx. 11:25 AM and 3:25 PM

MONROE COUNTY COURIER SERVICE STOPS

STOP #7

310 Fleming Street
Key West, Florida 33040

Approx. 11:30 AM and 3:30 PM

CAY
HAR
FRE

County Attorney (2nd floor)
Commissioner Harvey
Commissioner Freeman

STOP #8

Monroe County Courthouse
500 Whitehead Street
Key West, Florida 33040

Approx. 11:35 noon and 3:35 PM

CTA
CLK
GAL
PAO
FIN
PAY
SOE
STA

Court Administrator
County Clerk
Guardian Ad Litem
Property Appraiser Office
Finance Department
Payroll Department
Supervisor of Elections
State Attorney

STOP #9

STOP #10

Cudjoe Key
Transfer Station
MM #21.5
Blimp Road
Cudjoe Key, Florida 33042

Approx. 5:20 PM

SWD
RCY
HAZ

Solid Waste
Recycling Dept.
Hazardous Waste

MONROE COUNTY COURIER SERVICE STOPS

STOP #10-A

#25 Ships Way
Big Pine Key, FL 33043

NUG

Commissioner Neugent

Approx. 6:00 PM

STOP #10-B

Big Pine Key Library
Big Pine Key Shopping Center
213 Key Deer Blvd.
Big Pine Key, FL 33043

LIB

Big Pine Key Library

Approx. 6:10 PM

STOP #11

Monroe County Regional Service Ctr.
2798 Overseas Highway, MM 47.5 (gulf)
Marathon, Florida 33040

Approx. 6:30 PM

GMD
BLD
PLN
MRD
EVR
CDF
PFM
PAO

Growth Management
Building Dept.
Planning Dept.
Marine Resources
Environmental Resources
Code Enforcement
Facility Maint. (Bldg. Super.)
Property Appraiser Office

STOP #12

Marathon Sheriff's Office
3101 Overseas Highway, MM 48 (ocean)
Marathon, Florida 33050

Approx. 6:45 PM

SHF
CTH
TAX
CLK

Sheriff's Department
Courthouse
Tax Collector
Clerk

MONROE COUNTY COURIER SERVICE STOPS

STOP #13

Marathon Library
3251 Overseas Highway, MM 48 (ocean)
Marathon, Florida 33050

LIB

Marathon Library

Approx. 7:00 PM

STOP #14

Marathon Government Annex
490 63rd Street (ocean)
Marathon, Florida 33050

WIL
FMD
EMS
VAD
SSD
PSD
TRS
SOE
EMG

Commissioner Williams
Fire Marshall
Emergency Medical Services
Veteran Affairs
Social Services
Public Safety Division
Translator
Supervisor of Elections
Emergency Management

Approx. 7:10 PM

STOP #15

Marathon Airport
9000 Overseas Highway, MM 51.5
Marathon, Florida 33050

APM
HRS

Airport Manager's Office
Health Department

Approx. 7:20 PM

STOP #16

Marathon Public Works
10600 Aviation Blvd.
Marathon, Florida 33050

RDS
EMC
AMC
ENG
FMS

Road Department
Communications - Shop
Animal Control
Engineering
Fleet Management Service

Approx. 7:30 PM

MONROE COUNTY COURIER SERVICE STOPS

STOP# 17

Long Key
Transfer Station
MM 68 U.S. #1 (gulf)
Long Key, Florida 33001

SWD
RCY
HAZ

Environmental Management
Recycling Operations
Hazardous Waste

Approx. 8:00 PM

STOP #18

Islamorada Library
MM 81.5 U.S. #1 (gulf)
Islamorada, Florida 33036

LIB

Islamorada Library

Approx. 8:30 PM

STOP #19

Plantation Key Public Works
186 Key Heights Dr, MM 88-89 (gulf)
Plantation Key, Florida 33070

PWD
EMG
HRS
FMS
ENG

Public Works
Emergency Management
Health Department
Fleet Management Service
Engineering

Approx. 8:45 PM

STOP #20

Ellis Building
88800 Overseas Hwy, MM 88-89 (gulf)
Plantation Key, Florida 33070

BLD
TAX
PAO
PLN

Building Dept
Tax Collector
Property Appraiser Office
Planning Dept.

Approx. 9:00 PM

MONROE COUNTY COURIER SERVICE STOPS

STOP #21

Plantation Government Center
88820 Overseas Hwy, MM 88-89 (gulf)
Plantation Key, Florida 33070

Approx. 9:30 PM

SSD
VAD
SOE
CDF
REI
CLK

Social Services
Veteran Affairs
Supervisor of Elections
Code Enforcement
Commissioner Reich
Clerk of Court

STOP #22

Key Largo Volunteer Ambulance Corp.
98600 Overseas Hwy, MM 98.6 (median)
Key Largo, Florida 33037

Approx. 9:45 PM

KLK
UKT

Key Largo Volunteer Amb.
Upper Keys Trauma Center

STOP #23

Tradewinds Plaza
101485 Overseas Hwy, MM 101.485 (ocean)
Key Largo, Florida 33037

Approx. 10:00 PM

LIB

Key Largo Library

STOP #24

Key Largo Transfer Station
1180 State Road 905 (gulf)
Key Largo, Florida 33037

Approx. 10:15 PM

SWD

Solid Waste Division

MONROE COUNTY COURIER SERVICE STOPS

STOP #25

Cardsound Toll Bridge
County Road 905A
US #A1A

CDS

Card Sound Bridge

Approx. 10:30 PM

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Buccaneer Courier
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Joanne Kaestue
Bidder's Signature

2/14/00
Date

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

Buccaneer Courier warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

Joanne Kaestner
(signature)
Date: 2/14/00

STATE OF Florida
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

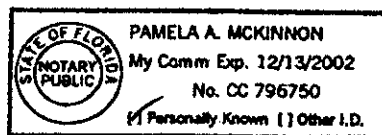
Joanne Kaestner who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 14th day of

February, 192000

Paula A. McKinnon
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4



NON-COLLUSION AFFIDAVIT

I, Joanne Kaestner of the city
of Big Pine Key, FL according to law on my oath, and under
penalty of perjury, depose and say that;

1) I am Buccaneer Courier, the bidder making the
Proposal for the project described as follows:

Courier Services for Monroe County BOCC

2) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

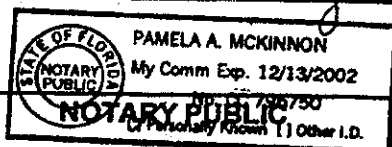
5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

STATE OF Florida Joanne Kaestner
(Signature of Bidder)
COUNTY OF Monroe 2/14/00
DATE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Joanne Kaestner who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this

14th day of February, 19 2000.



Pamela McKinnon My commission expires:

1999-2000

MONROE

OCCUPATIONAL TAX
STATE OF FLORIDA

ACCOUNT

29240 2000

EXPIRES

SEPT. 30, 2000

MUST BE DISPLAYED IN CONSPICUOUS PLACE

NUMBER OF

MAINES

ROOMS

SEATS

EMPLOYEES

TYPE OF
BUSINESS

29240 MOBILE MAIL & OFFICE SUP

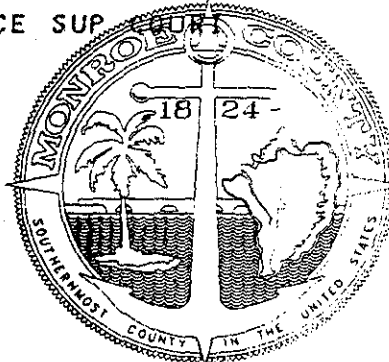
BUSINESS
ADDRESS

MOBILE MONROE
00 - COUNTY OF MONROE

NAME
OF
BUSINESS

BUCCANEER COURIER
KAESTNER JOANNE
PO BOX 430763
BIG PINE KEY FL

33043



SUPPLEMENT
RENEWAL
NEW TAX
TRANSFER
ORIGINAL

AMOUNT
PENALTY
COLLECTOR
TOTAL

HARRY F. KNIGHT
TAX COLLECTOR
1015476.0001 of 0001
DATE 9/15/99
OPER 1111
AGI 112
Paid 25.00

RECEIVES A TAX

RECEIPT WHEN VALIDATED

HARRY F. KNIGHT, CFC, TAX COLLECTOR
PO BOX 1129, KEY WEST FL 33041-1129

THIS IS ONLY A TAX
MEET ALL CODE
AND ZONING REQUIREMENTS

0000000000 0000002500 0000292400065882 1001 4

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/14/2000

PRODUCER

Isaksen Insurance Inc
30233 Overseas Highway
Big Pine Key, FL 33043
P:305-872-0097 F:305-872-1005

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Buccaneer Courier
P. O. Box 430763
RE: 1517 Narcissus Ave., B2K
Big Pine Key FL 33043-

INSURER A: Legion Indemnity Co.
INSURER B: Odyssey Re (London) Limited
INSURER C: Western Surety
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	GL20296464	01/16/2000	01/16/2001	EACH OCCURRENCE \$ 300,00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	5984	01/18/2000	01/18/2001	FIRE DAMAGE (Any one fire) \$ 50,00
		68684436	01/12/2000	01/12/2001	MED EXP (Any one person) \$ 5,00
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 300,00
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 300,00
					PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY				
	<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
	<input type="checkbox"/> DEDUCTIBLE				AGGREGATE \$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
					<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEES \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				
	Dishonesty Bond	68684436 BOND			10000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER ☒ ADDITIONAL INSURED; INSURER LETTER:

Monroe County BOCC
5100 College Road
Key West

FL 33040-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 030 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE